

month and year, in which, after making some objection to giving personal security in addition to the mortgage, he says, if required to mortgage his whole landed estate, he will confine himself to 15 or \$16,000.

The succeeding letter is also from Dall to Schley, dated the 7th of February, 1845, in which, after speaking of some private pecuniary transactions between them, he uses language from which it may be inferred, that the negotiation in regard to the loan had failed, or was likely to fail. On the 24th of the same month and year, Dall again wrote Schley. In this, he makes first a statement of a transaction he had with Mr. Stonebraker, to whom he had given a mortgage, and then referring to an acceptance which Schley was under for him for \$6000, to become due on the 27th, he expresses a wish that Schley would pay it out of the money he was to get from the trust estate, and then adds—"this draft and \$6000 I owe Mr. Albert, makes \$12,000 I expect to get from this source. If, however, I cannot succeed through you in getting it, I would then prefer you not to pay my draft for \$6000. But, if that loan can be effected, I will then give you a mortgage on 772 acres of land for the \$12,000, and be quite easy hereafter. If this, however, cannot be done, I will retire the \$6000 draft and make such arrangements as I can to meet my engagements here. Your paying this draft on the 27th instant, I shall view as an accomplishment of my wishes without putting you to the trouble of writing expressly for that purpose, and so soon as notified, will hold myself ready to forward the mortgage as above."

The next letter is also from Dall to Schley, dated the 2d of April, 1845, in which he says—"In relation to McKim's affairs, it is entirely beyond my desire to embarrass your movements, and do not feel any uneasiness about the responsibility. I am not at all anxious to cancel the bond, provided I get the money agreed upon; so that if you can compass my draft for \$6000 in thirty days, and can provide for Albert's judgment when due, at the furthest, say in December, it will answer my purpose, and probably suit you as well, so that you can do as you please." From this letter it is quite obvious, that Schley